

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603

San Francisco

CA 94142-0603



SCOPE OF WORK PROVISION

FOR

BRICK TENDER:

BRICK TENDER

TRAINEE 1ST PERIOD (0 TO 375 HOURS)

TRAINEE 2ND PERIOD (376 TO 750 HOURS)

TRAINEE 3RD PERIOD (751 TO 1125 HOURS)

TRAINEE 4TH PERIOD (1126 TO 1500 HOURS)

TRAINEE 5TH PERIOD (1501 TO 1875 HOURS)

TRAINEE 6TH PERIOD (1876 TO 2250 HOURS)

TRAINEE 7TH PERIOD (2251 TO 2635 HOURS)

TRAINEE 8TH PERIOD (2636 TO 3000 HOURS)

IN

San Diego County

BRICK, BLOCK, AND STONE MASON TENDERS

AGREEMENT

Between

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL NO. 89

And the

**MASONRY CONTRACTORS ASSOCIATION OF SAN DIEGO
AND IMPERIAL COUNTIES, INC.**

May 1, 2005 through April 30, 2008

R E C E I V E D
Department of Industrial Relations

AUG 16 2005

Div. of Labor Statistics & Research
Chief's Office

Any Employer signing this Agreement in the capacity of a Contractor must hold a current C-29 California State Contractors License which permits such Contractor to perform Masonry Work covered by this Agreement, with the exception of Federal Government Projects not requiring a Contractors License.

DEFINITIONS

"Member of the "MCA" means Employer who is a member of the Masonry Contractors Association of San Diego and Imperial Counties, Inc.

"Independent Employer" means Employer who signs the Brick, Block and Stone Mason Tenders Short Form Agreement agreeing to abide by the terms and conditions of this Agreement.

"Employer" means all Employers bound to or signatory to this Agreement through delegation of their bargaining right to the MCA and all Employers who have independently become signatory to this Agreement by executing the Brick, Block and Stone Mason Tenders Short Form Agreement.

"Employee" means the employed person or persons, performing work covered by this Agreement within the recognized work jurisdiction of the Union, as such jurisdiction is defined in this Agreement.

"Subcontractor" means any person, firm or corporation that agrees under written or oral contract with the Employer or his subcontractor, to perform any work covered by this Agreement, including the operation of equipment, performance of labor, and the furnishing and installation of materials.

ARTICLE I RECOGNITION AND JURISDICTION

- A. The Employer recognizes the Union as the exclusive bargaining representative of all employees whenever employed in San Diego County, and San Clemente Island, California, performing any work within the jurisdiction of the Union as determined by the Laborers' International Union of North America. Persons employed by an Employer shall be hereinafter referred to as "Employee" or "Employees" when performing work as referred to above. This Agreement is a first assignment of the work, as set forth above.
- B. The Union recognizes the MCA as the sole and exclusive bargaining representative of all Employers bound to or signatory to this Agreement.
- C. The MCA will notify the Union, in writing, of additions and/or deletions of their Membership as such occur, throughout the life of this Agreement. Any Employer who may be dropped from said list will have the right to refuse to sign an Agreement as an Independent Employer.
- D. The work jurisdiction covered by this Agreement shall include that work only which has been historically or traditionally or contractually assigned to members of the L.I.U.N.A. in the tending of Brick Masons, including unloading, mixing, handling, and transporting of all material used by the Brick Masons by any mode or method, including forklift and conveyer belt or transporting of

all material used by the Brick Mason from the final point of delivery to the mechanic, whether done manually or by machinery (semi-automatic hoist, grout or mortar mixing or pumping machine) or equipment devised to replace the wheelbarrow or buggy; the unloading, erecting, dismantling, moving of scaffolds; the starting, stopping, fueling, oiling, cleaning, operating and maintenance of all mixers, mortar and grout pump, except for major repair, the handling of grout hoses while grouting, loaders for clean up, and other devices on job site under the directions of the Employer, or his Representative.

E. DUTIES OF A BRICK TENDER:

The handling of brick, mortar, or any other materials, to serve the Brick, Block and Stone or Adobe Mason in any capacity, is the work of the Mason Tenders; building, planking, and dismantling of scaffolds, regardless of height; mixing and tempering mortar, job site mixing of grout for reinforced walls, vibrating or grout in reinforced walls, and cleaning up after the Mason Tender. When foundation work is done by a Masonry Contractor, the terms and provisions of this Agreement shall apply.

After the material has been prepared, tending shall include the supplying and transporting of said material and other materials to such mechanics by bucket, hod, wheelbarrow, buggy, forklift, grout pump, or any other motorized unit used for such purpose.

F. All work performed in the Employer's warehouses, shops, or yards, which have been particularly provided or set up to handle work in connection with a job or project covered by the terms of this Agreement, and all of the production or fabrication of materials by the Contractor, or Sub-contractor, for use on the project, shall be subject to the terms and conditions of this Agreement.

G. That if the Employer, Party hereto, shall sub-contract work as defined herein, provisions shall be made in said subcontract for the observance by said subcontractors of the terms of this Agreement.

H. That a Sub-contractor is defined as any person, firm, or corporation who agrees under the General Contractor or his Sub-contractor to perform on the job site any part or portion of the work covered by the Contract, including performance of labor. It is understood and agreed that if the Employer, Party hereto, shall subcontract work as defined herein, provisions shall be made in said subcontract for the observance of the provisions of this Agreement by the Sub-contractor. The General Contractor shall in every way be responsible for the adherence to the terms of this Agreement by his Sub-contractors.

I. That the Employer, and his Sub-contractor, subject to the terms of this Article I, shall be wholly unrestricted in the purchase of all materials, supplies and equipment. The Employer, and his Sub-contractor, shall make every reasonable effort to avoid the use of materials, supplies or equipment that will tend to cause any discord or disturbance on the project.

J. Neither the Contractor nor any of its subcontractors shall perform any work with employees at the site, which comes within the recognized jurisdiction of the Brick Masons unless the Contractor and/or Subcontractor are signed to an appropriate current Labor Agreement with the Brick Masons. (This provision shall be null and void if the Brick Mason's Union does not have a similar clause in their Agreement).